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RECENT DECISIONS

AUTOMOBILES—FAILURE TO REGISTER AS BAR TO RECOVERY FOR DAMAGE.—An automobile which had not been registered as required by statute was damaged in a collision with a street car. *Held*, the failure to register does not bar a recovery against the railroad company. *Birmingham Ry., etc., Co. v. Liability Co.* (Ala.), 64 So. 44.

It is the general rule that one who is injured while violating the law is nevertheless entitled to recover, unless there is a causal connection between the violation of law and the injury. *Lindsay v. Checci* (Del.), 80 Atl. 523, 35 L. R. A. (N. S.) 701; *Welch v. Wesson*, 6 Gray (Mass.) 505; *COOLEY, TORTS*, 151. So the owner of stock may recover for their injury by a railway train, though they were running at large in violation of a statutory provision. *Alabama, etc., R. Co. v. McAlpine*, 71 Ala. 545. And where a city ordinance prohibits the hitching of horses on a public street, one who injures a horse so hitched is nevertheless liable. *Steele v. Burkhardt*, 104 Mass. 59, 6 Am. Rep. 191.

Under a statute prohibiting the operation of unlicensed automobiles on the highways of the state, it was held that a machine so operated was a trespasser on the highway, and the owner could not recover for an injury caused by negligence. *Dudley v. Northampton R. Co.*, 202 Mass. 443, 89 N. E. 25, 23 L. R. A. (N. S.) 561; *Chase v. N. Y. C. R. Co.*, 208 Mass. 137, 94 N. E. 377. But in a later case the scope of these decisions is restricted, and the operation of an automobile by an unlicensed chauffeur is held only evidence of negligence. *Bourne v. Whitman*, 209 Mass. 155, 95 N. E. 404, 35 L. R. A. (N. S.) 701.

The owner of an unregistered machine may recover for injuries sustained through defects in the public street. *Hemming v. New Haven*, 82 Conn. 661, 74 Atl. 892, 25 L. R. A. (N. S.) 734. A New York case holds that the operation of an unlicensed automobile is not *prima facie* proof of negligence. *Hyde v. McCleery*, 145 App. Div. 729, 130 N. Y. Supp. 269.

Contributory negligence, adduced from the mere fact of non-registry, is an untenable ground to bar recovery in such cases. The non-registry is a condition not a cause at the time of the accident. To charge contributory negligence it must appear that the plaintiff has committed a causal act. But where a statute prohibits the operation of an unregistered automobile, then the view taken in some cases that such an automobile is a trespasser would seem to be reasonable.

CONTRACTS—FREE TRANSPORTATION—LEGAL IMPOSSIBILITY OF PERFORMANCE.—A railroad company contracted to issue to plaintiff an annual interstate pass in consideration of a right of way grant across the latter's land. The contract was subsequently rendered impossible of performance on the part of the railroad by an act of Congress. *Held*, the company should pay the grantor a reasonable sum for the right of way, deducting what he had already received under the contract in the form